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GOOGLE LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

GOOGLE LLC, a Delaware limited liability company,

Case No.

Plaintiff,

COMPLAINT FOR DAMAGES AND DECLARATORY AND INJUNCTIVE RELIEF

PROLOY PONDIT, an individual, and DOES 1-20

DEMAND FOR JURY TRIAL

Defendants

1 Plaintiff Google LLC (“Google”), by and through its attorneys of record, brings this action
 2 against Defendants Proloy Pondit and Does 1–20 for (1) violation of California’s Unfair
 3 Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200 *et seq.*; (2) breach of contract; and (3)
 4 inducement of contractual breach in violation of California law. Google alleges as follows:

5 **1.** This action seeks to stop Defendants’ multinational scheme to sell and post fake
 6 reviews for business listings on Google’s services such as Google Maps. Working until recently
 7 through their website BigBoostUp.com, Defendants claim that they can and will author positive or
 8 negative reviews for any business listed on Google Maps, virtually anywhere in the world.
 9 Defendants provide these “services” for businesses they have never visited, instead posting
 10 fraudulent and misleading reviews for financial gain and at the cost of both businesses and
 11 consumers who rely on reviews.

12 **2.** Defendants also offer to sell and post fraudulent reviews on websites run by other
 13 companies, including Amazon.com, Inc. and Amazon.com Services LLC (together, “Amazon”),
 14 which operates the Amazon.com store. Amazon is simultaneously bringing a parallel lawsuit
 15 against Defendants in the Western District of Washington arising from Defendants’ posting of fake
 16 reviews on pages for products sold on the Amazon.com store. Amazon and Google are bringing
 17 these parallel lawsuits to prevent Defendants from selling and publishing fake reviews and other
 18 fake content targeting Google, Amazon, and other legitimate companies and organizations—and
 19 the members of the public who those reviews seek to deceive.

20 **3.** Google Maps provides (among other things) detailed public listings of local
 21 businesses with accompanying ratings and reviews submitted by Google Maps users. The
 22 authenticity of these reviews is essential to businesses, their customers, and Google. Online ratings
 23 and reviews, such as those found on Google Maps, play a crucial role in influencing the decisions
 24 of numerous potential customers when they are searching for businesses to engage with.
 25 Accordingly, these ratings and reviews must offer genuine, accurate, and truthful information about
 26 a company’s products and services.

27 **4.** For these reasons, Google employs numerous methods to prevent and remove fake
 28 or otherwise inappropriate reviews on Google Maps. As part of these initiatives, Google has

determined that Defendants are engaged in an ongoing pattern of fraudulent conduct by selling and posting fake reviews for businesses listed on Google Maps, in violation of the parties' contracts and California law.

5. Defendants’ conduct harms consumers by giving them fake information about businesses and obscuring genuine reviews. Internet users rely on Google Maps and other Google products to compare businesses and decide which merchants to patronize. When a business’s reviews do not reflect consumers’ real experiences with that business, it provides members of the public with false and inaccurate information about the quality of that business’s goods or services. Such fake reviews also crowd out reports of real consumers’ interactions with a business, potentially turning a string of genuine negative reviews that might cause prospective patrons to go elsewhere into apparent outliers. Defendants’ conduct likewise harms legitimate businesses by enabling unscrupulous competitors who purchase Defendants’ false and misleading reviews to unfairly siphon customers away from law-abiding firms.

6. Finally, Defendants’ conduct poses a risk of irreparable injury to Google by undermining its credibility with Google Maps users and threatening to make Google Maps less attractive for consumers seeking information about local products and services—and for businesses that would otherwise rely on Google to publicize their services to potential patrons. Google brings this action to put an end to Defendants’ fraudulent conduct and the ongoing harm Defendants are causing to Google, Google users, and business owners.

PARTIES

7. Google LLC is a limited liability company organized under the laws of the state of Delaware with its principal place of business located at 1600 Amphitheatre Parkway, Mountain View, California 94043.

8. Google is informed and believes, and on that basis alleges, Defendant Proloy Pondit is an individual who currently resides in Bangladesh, where he has resided at all relevant times. Google is informed and believes, and on that basis alleges, that Pondit is associated with and/or controls BigBoostUp.com, a website through which he and some or all of the Doe Defendants sold fake Google reviews between at least October 2023 and September 2024. Among other indicia, the

1 order form for fake Google reviews on BigBoostUp.com provided Pondit's information for
 2 payment and listed "Proloy Pondit" as the beneficiary for payment.

3. Pondit's LinkedIn Profile claims he is a "digital marketing specialist" and offers
 4 "Google Ads Campaign" as one of his "[s]ervice[s]." The hashtag #googlemarketer appears
 5 elsewhere on the profile page.



The image shows a LinkedIn profile for Proloy Pondit. At the top, it says "I am Proloy Pondit" and "I'm Digital Marketing Specialist...". Below that, it says "I'm An Expert Digital Marketer With More Than 2 Years Of Experience." The profile picture is a circular image of a man with a beard. To the left of the picture, there is a green circular badge with the text "#OPENTOWORK". To the right of the picture, there are three blue rectangular boxes with white text: "FACEBOOK MARKETING" with a Facebook logo, "INSTAGRAM MARKETING" with an Instagram logo, and "PINTEREST MARKETING" with a Pinterest logo. Below the picture, the name "Proloy Pondit" is followed by "3rd". Underneath, there is a list of skills: "Expert Digital Marketer", "Dropshipper", "Shopify Developer", "GMC Expert", "Social Media Marketing Specialist", "Search Engine Marketing Specialist", and "Web Analytics And Tracking Expert". It also lists "Kishoreganj, Dhaka, Bangladesh" and a "Contact info" link. At the bottom, it shows "152 followers" and "146 connections". On the right side of the profile, there is a small "Webcoder-it" logo.

10. Google does not know the true names and capacities of those defendants sued as
 11. Does 1–20 (the "Doe Defendants") and therefore sues them under fictitious names. On information
 12. and belief, some or all of the Doe Defendants are individuals or entities that post fraudulent reviews
 13. using Google products at the direction of other Defendants. Google will amend this Complaint to
 14. allege the true names and capacities of these Doe Defendants if and when they are ascertained.

21 **JURISDICTION, VENUE, AND DIVISIONAL ASSIGNMENT**

22. This Court has diversity jurisdiction under 28 U.S.C. § 1332, as (1) the parties on
 23. each side of the case are citizens of different nations and (2) the amount in controversy exceeds the
 24. sum of \$75,000.00 exclusive of interests and costs, including Google's expenses incurred to
 25. investigate Defendants conduct, and the damage to Google's goodwill resulting from Defendants
 26. damage to user's confidence and trust in Google's services.

27. This Court has personal jurisdiction over Defendants because each Defendant
 28. consented to the jurisdiction of the federal or state courts of Santa Clara County, California, by

agreeing to Google's Terms of Service and the choice of venue provision therein, as discussed in more detail below.

13. Venue is proper in this District under 28 U.S.C. § 1331(b)(2) as a substantial part of the events or omissions giving rise to the claims occurred in this District, including the harm that Defendants caused Google and other individuals and entities in this District. In addition, Defendants consented to venue in this District by agreeing to Google's Terms of Service and the choice of venue provision therein, as discussed in more detail below.

14. This action is properly assigned to the San Jose Division of this District under Civil Local Rule 3-2(c) because Plaintiff Google is headquartered in Santa Clara County, which is served by the San Jose Division.

FACTUAL BACKGROUND

GOOGLE MAPS & REVIEWS

15. Google is a well-known provider of an Internet search engine and other online services. One such service is Google Maps, which is free to use and has over one billion monthly active users. Google Maps displays not only traditional map features like streets and topography, but also clickable profile pages detailing information about businesses, service providers, and other places of interest. These pages, known as “local listings,” span an enormous variety of businesses and professionals around the United States and the world. These include, just to name a few, restaurants, car mechanics, accountants, museums, dentists, hair salons, airports, law firms, government agencies, retail stores, and amusement parks. Local listings are search results that appear on Google products, like the Google Maps mobile application and in Google search. New local listings may be created by businesses themselves, automatically created by Google, or suggested by members of the public.

16. Businesses can sign up for a Business Profile, a Google service that offers them a suite of tools to manage their business's local listing on Google. To create a new Business Profile or claim an existing local listing as a Business Profile, a user must accept both Google's Terms of Service and the Google Business Profile Additional Terms of Service for Business Entities ("Google Business Profile TOS").

1 17. Internet users can browse Google Maps or Google search to explore local listings in
 2 a given area and run searches to find a particular business or type of business near a specific
 3 location. These listings display certain information about a business, including its street address,
 4 hours, and website. For example, the local listing for the Googleplex, Google's campus in Mountain
 5 View, California, appears below:

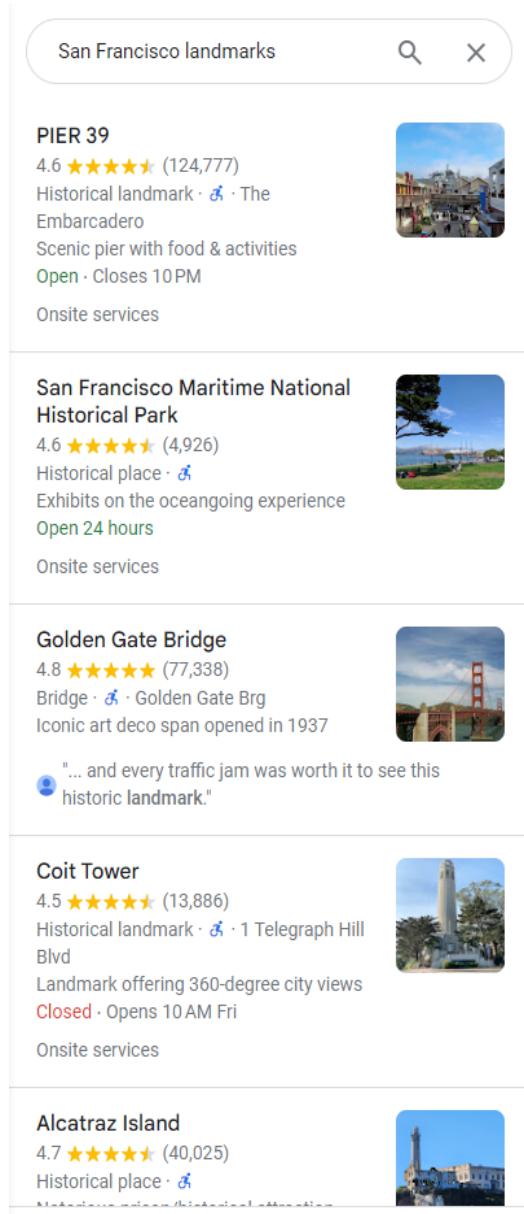


16 18. Importantly for this case, local listings also feature user-created ratings and reviews
 17 of the business associated with each listing. To be useful to consumers, these reviews must be based
 18 on authentic experiences with the business.

19 19. Anyone browsing the Internet can view local listings and reviews, but a user must
 20 create and log into a free Google account in order to post a review on a local listing. Signed-in
 21 Google users may award a business between one and five stars, and they can also post a narrative
 22 description of their experiences with the business. Once a user creates a review, that review is
 23 visible publicly on the business's local listing, along with the user's name and profile picture. The
 24 local listing also displays the business's average star review on its main local listing page. In the
 25 example above, for instance, the Googleplex's local listing reflects 9,903 reviews, averaging 4.2
 26 out of 5 stars.

27 20. Particularly because these averaged review scores often appear on Google Maps and
 28 in other Google services before a user even clicks on the associated local listing, they can provide

1 an important tool for consumers to identify the best-regarded business of a particular type in a
 2 particular area. Consider, for example, the below search in Google Maps for “San Francisco
 3 landmarks,” which illustrates how a user looking for a particular type of establishment might
 4 compare different businesses based on the star reviews in their local listings.



25 **21.** Reviews on Google Maps are critically important to users, businesses, and Google.
 26 Users rely on reviews to make informed decisions about which businesses to patronize (or not).
 27 Businesses, in turn, stand to gain when happy customers post positive reviews that direct new
 28 customers their way. Google, for its part, benefits from maintaining a helpful service that users will

1 turn to for accurate, trustworthy information.

2 **22.** By contrast, when reviews are fake or misleading, everyone involved suffers. Users
 3 are left with inaccurate information. Businesses with legitimate reviews lose revenue to those with
 4 illegitimate ones. And Google loses credibility and goodwill among misled users and frustrated
 5 businesses, making both less likely to turn to Google products in the future.

6 **DEFENDANTS' SALE OF FAKE REVIEWS**

7 **23.** Defendants seek to exploit customers' reliance on reviews when making important
 8 decisions about which businesses to patronize—and businesses' related desire for positive
 9 reviews—for their own financial gain. For a fee, Defendants will generate for *any* business –
 10 regardless of quality – glowing reviews, posted on that business's Business Profile by a purportedly
 11 “satisfied” customer. Google is informed and believes, and on that basis alleges, that a substantial
 12 proportion—if not all—of Defendants' reviews are fraudulent, written by users who have *never*
 13 visited, patronized, or otherwise experienced the business they are reviewing and posted to deceive
 14 customers and manipulate Google search results.

15 **24.** BigBoostUp's website advertised its services as a “digital marketing promoter and
 16 booster” to “[b]oost and promote your business in [the] online marketplace.”¹ It directed customers
 17 to a webpage where they could “[b]uy Google reviews to improve any of your businesses.”

18 **25.** BigBoostUp touted that customers should purchase its “Google 5 star reviews” and
 19 “Google reviews” to “increase trust and credibility in the eyes of potential customers and [] give
 20 you an edge over your competition. They can also help you get to the top of Google search results
 21 and even lead to customer referrals.”

22 **26.** BigBoostUp offered a variety of packages of Google reviews, where customers
 23 could buy between 5 and 300 reviews.

24
 25
 26
 27 ¹ BigBoostUp's website is no longer publicly accessible as of late September 2024, but Google is
 28 informed and believes that Defendants are continuing to advertise, sell, and post fake reviews on
 Google services through other channels.

Review

Choose an option

Choose an option

5 Google Review

10 Google Review

50 Google Review

100 Google Review

150 Google Review
200 Facebook

200 Google Review

27. Customers could also purchase five-star reviews (the highest possible rating) from BigBoostUp for an additional fee.



Home / ONLINE REVIEWS / Buy Google 5 star reviews

Buy Google 5 star reviews, Buy Google Review, ONLINE REVIEWS

Buy Google 5 star reviews

\$25.00 – \$460.00

[Buy Google 5-star reviews](#)

If you want to buy Google. With 5-star reviews online, you've come to the right place. we provide 5-star Google reviews at cheap prices. We have a large team providing all kinds of Google ranking services.

Our Service-

- ✓ 100% Safe Service
- ✓ Quality review service
- ✓ Never drop the rating
- ✓ Full Complete Profiles
- ✓ 100% Satisfaction Guarantee
- ✓ Top social service provider.
- ✓ Recovery Guarantee
- ✓ 100% Money Back Guarantee
- ✓ Very fast delivery
- ✓ 24/7 Customer Support

28. BigBoostUp’s website was replete with assurances that its Google reviews would give buyers “increased visibility” and “attract[] potential customers.”

29. Some merchants who purchased Defendants' fake reviews were likely drawn to BigBoostUp's promises to "quickly increase your business reputation and spread the word about the quality of your offers . . . which is especially important if you've recently started a business and are trying to get more customers to write reviews."

Increased credibility by
Google review



8 **30.** Elsewhere on the BigBoostUp website, in smaller chunks of narrative text,
9 Defendants revealed that they know fake reviews are prohibited on Google’s services. The
10 BigBoostUp website boasted that Defendants “work hard to keep reviews” seemingly “organic”—
11 that is, posted by real people based on real experiences—to “avoid any suspicious activity that might
12 cause concern.”

13 31. Based on those representations and its investigation, Google is informed and
14 believes, and on that basis alleges, that Defendants either write fake reviews themselves; directly
15 employ individuals to write fake reviews; or arrange for third parties, including some or all of the
16 Doe Defendants, to do so in exchange for compensation.

17 **32.** Defendants' exact practices for posting reviews are unclear, which makes it difficult
18 for Google to determine the relationship between Defendants and their reviewers at this stage.
19 Google will update its complaint to describe the specific methods used by the defendants to obtain
20 fake reviews, as appropriate, after appropriate discovery in this action.

21 33. Even without discovery, however, on information and belief, there are over one
22 thousand fake reviews posted by Google accounts affiliated with BigBoostUp.

23 34. One account (“Account A”) that Google is informed and believes, based on its
24 investigation, to be affiliated with BigBoostUp and Pondit, posted reviews for ten different
25 businesses across the United States over a span of only five days.

26 35. On February 1, 2023, for instance, Account A posted reviews for two separate hair
27 salons in Florida. The first, for “Botox Conditioning Treatment Hair Salon,” stated:

1 Botox Conditioning Treatment Hair Salon is a salon with salon-like
 2 quality and prices that are never too high. Each individual strand is
 3 carefully blow-dried and balayage enhanced to the fullest, hugest
 4 extent. The stylists who work there deliver high level service for
 5 prices that will make any salon reviewer jealous! I give them 10 stars!

6 The second, for “Hair Botox Treatment Salon Brickell - Botox Specialist” claimed:

7 There’s no place like Hair Botox Treatment Salon Brickell. The
 8 service is amazing, I love the hair stylist Viktoria, she pays attention
 9 to details and the needs of my hair. I love the manager, he’s always
 10 helpful and involved. I absolutely love Hair Botox Treatment Salon
 11 Brickell.”

12 **36.** On February 5, 2023, Account A posted reviews for multiple home service
 13 companies across multiple countries. These included “Red Deer Landscaping & Design” in Alberta,
 14 Canada, where the review claimed the company “add[ed] a retaining wall for us this past summer,”
 15 and “Water Damage Cleanup Suffolk County” in New York, where the review claimed the
 16 company fixed a “broken water pipe.”

17 **37.** That same day, Account A also posted a review for “Depression And Trauma
 18 Therapy” in California, implying that the user lived near the business in California when the review
 19 claimed it was “[t]he best mental health clinic near me” and for “Best Psychic Houston,” claiming
 20 that the company had “squeezed [them] in for a last minute best tarot card reading.”

21 **38.** On information and belief, Google alleges that the reviews identified above were
 22 posted by users acting on behalf of Defendants.

23 **39.** Another account (“Account B”) that Google is informed and believes is affiliated
 24 with Defendants similarly posted glowing reviews for businesses across the country over a span of
 25 six days.

26 **40.** On January 24, 2023, Account B wrote five-star reviews for two separate air duct
 27 cleaning in services, one in Connecticut and one in New Jersey; two separate water damage
 28 restoration companies in Long Island; a New York translation service; a carpet cleaner in Canada;
 29 and a what appeared to be a pre-owned jewelry store in New York called “Sell Cartier NYC,” where
 30 the account wrote about a watch purchase.

31 **41.** According to the reviews, the poster behind Account B received services from all
 32 seven businesses, including at the user’s home by two separate water damage companies:

- 1 ● For Water Damage Long Island, the account wrote, “Had a foundation crack in
2 our home that led to some water damage in our basement. After we had the
3 crack fixed, we called the water damage restoration people and they got rid of
4 the remaining water, the stains, and the smells. . .”; and
5
- 6 ● For Water Damage Restoration Long Island, the account similarly wrote about
7 the service it received: “Our teenage daughter took a phone call while she was
8 filling the bathtub and then forgot that she was filling the bathtub. The damage
9 had been done before she discovered the problem. Water Damage Restoration
10 to the rescue. They cleaned up everything. Hoping my daughter doesn’t get
11 any more phone calls when she is filling the tub.”

12 **42.** The next day, Account B wrote a review for “Sell Richard Mille NYC,” where the
13 author wrote about a second luxury watch purchase and stated, “I’ll be using this watch store for
14 any future purchases.”

15 **43.** Two days later, on January 27, 2023, Account B wrote a review for “Sell Patek
16 Philippe NYC,” writing that it was “[s]imply the best watch store in the city. . . They have
17 consistently provided me with great advice and went out of their way to service my watches. I’m a
18 repeat customer and am thrilled to keep coming back.”

19 **44.** That same day, Account B posted a review for a mold remediation company in
20 Jacksonville, Florida, about the services its user supposedly received for a “mold issue” and a
21 psychic in New York, NY, where the account claimed: “I’ve had a few readings here, and they are
22 all incredible. It’s crucial that Valeria be kind, reassuring, and authentic because hearing from your
23 loved ones might be difficult. Today’s reading was enlightening and just what I needed at this point
24 in my really difficult situation. She provides precisely what you need at the right time, which is
25 great. Do not hesitate, call Psychic!”

26 **45.** Two days later, on January 29, 2023, Account B wrote reviews for two more
27 psychics, one in Kansas City and one in Detroit, writing in one review that, despite allegedly seeing
28 a psychic only two days prior, “I felt like I was starting to lose a bit of myself and wanted to see if
a card reading could help with that,” and in the other review that, “[t]he reading I received from
Psychic Detroit was accurate and right on the nose. I could not have imagined facing the situation
prior to getting the guidance I received.”

29 **46.** The same day, this Account B also posted reviews for a car company in Philadelphia,
30 another water damage restoration company in Hempstead, NY, and a “Cash for Gold” business in

New York. And the following day, the account posted a review for hair extensions in Miami.

47. Taken together, these accounts and their reviews have all the signs of fake online engagement. It is highly implausible, for instance, that these individuals in fact patronized multiple home improvement businesses providing services in locations across North America. It is equally suspicious that a single user is a genuine repeat customer of multiple businesses whose names are the words “Sell” and “NYC” with the name of a luxury watch brand in between—or that they needed the services of three psychics, two water damage repair services, a car company, and a gold buyer in six different cities in just three days.

GOOGLE'S TERMS OF SERVICE

48. Google makes clear to all users that there are specific rules for user-contributed content, such as reviews on Google Maps. Most importantly, in this case, Google's contract with its users mandates that the reviews must be genuine and should accurately represent a user's real experience with a business.

49. When a user signs up for a Google account—a prerequisite for using the Business Profile service and for posting reviews on Google Maps—he or she must expressly agree to the Google Terms of Service (“TOS”).²

50. The TOS govern users' relationship with Google, permitting them to use Google's services in exchange for following certain rules and guidelines. The TOS incorporate by reference various "service-specific additional terms" that apply to individual Google products, including Maps, such as the Maps User Contributed Content Policy.

51. At all relevant times, the TOS and the Maps User Contributed Content Policy have included requirements for “Maps user contributed content to help ensure everyone viewing user generated content has a positive, beneficial experience.” They provide that contributions must be ***“based on real experiences and information,”*** and they prohibit “[d]eliberately fake content” and “incorrect content.” These policies reflect that Google “go[es] to great lengths to make sure content published by third-party contributors is useful and reflects the world [its] users explore.”³

² <https://policies.google.com/terms?hl=en-US>.

³ <https://support.google.com/contributionpolicy/answer/7422880?hl=en>.

1 52. Defendants breached the TOS by posting or inducing third parties (including
 2 without limitation some or all of the Doe Defendants) to post deliberately fake content, not based
 3 on real experiences and information, on Google Maps.

4 53. The Maps User Contributed Content Policy also requires merchants to adhere to
 5 certain guidelines in representing their businesses on Google Business Profiles. It specifically
 6 provides that Google does not allow businesses to “[s]olicit or encourage the posting of content that
 7 does not represent a genuine experience.” Google also prohibits merchants from “[o]ffer[ing]
 8 incentives – such as payment, discounts, free goods and/or services – in exchange for posting any
 9 review or revision or removal of a negative review.” Google Business Profile users who purchase
 10 Defendants’ fake reviews violate this policy, since they both “[s]olicit” the fake reviews and offer
 11 “payment” for them. These merchants therefore breach the TOS to which they agreed when they
 12 created the Google accounts necessary to use Google Business Profiles.

13 54. The Google Business Profile TOS incorporate a set of service-specific Business
 14 Profile Policies & Guidelines,⁴ which require that “[a]ll content added to a Business Profile must
 15 abide by Google’s Prohibited and restricted content policies”⁵ set forth in the Maps User Generated
 16 Content Policy. Any Google Business Profile user who breaches the TOS by violating the Maps
 17 User Generated Content Policy therefore necessarily breaches the Google Business Profile TOS
 18 too.

19 55. Google is informed and believes, and on that basis alleges, that Defendants know
 20 and knew during all relevant times that the TOS apply to the relationship between Google and users
 21 who post reviews and operate Google Business Profiles. Because Defendants’ business involves
 22 posting reviews on Google and elsewhere, it follows that they must be aware that a user account is
 23 required to do so or to administer a Business Profile, and that one must accept the TOS to create
 24 such an account. In fact, Defendants admit as much. BigBoostUp freely acknowledged on its
 25 website that one of the “risks” in buying reviews on Google is that *“it violates Google’s policies.”*⁶

26
 27

⁴ <https://support.google.com/business/answer/7667250>.

28 ⁵ <https://support.google.com/business/answer/13762416?sjid=4505110269987471185-NA>.

29 ⁶ <https://www.bigboostup.com/product/buy-google-business-review/> (emphasis added).

**COUNT I: VIOLATION OF CAL. BUS. & PROF. CODE § 17200
(Against All Defendants)**

56. Google realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

57. Defendants' sale and authorship of fake Google reviews is contrary to the Federal Trade Commission ("FTC")'s regulations governing the use of endorsements and testimonials. Those rules require that endorsements "reflect the honest opinions, findings, beliefs, or experience of the endorser" and prohibit "any express or implied representation that would be deceptive if made directly by the advertiser." 16 C.F.R. § 255.1(a). Defendants violate this provision by posting reviews of businesses they have never patronized and whose products and services they have never experienced, all while falsely and deceptively implying to readers that they have.

58. Violation of FTC regulations is an unlawful business practice under California's UCL, Cal. Civ. Code § 17200.

59. Defendants' unlawful business practices have directly resulted in economic harm to Google, including the costs of Google's investigation into those practices and the impact on Google's credibility, goodwill, and user experience.

60. Absent an injunction prohibiting these unlawful business practices, Defendants are likely to continue posting fake reviews in violation of FTC regulations and the UCL, including by creating or using new and different Google accounts and public-facing websites to evade Google’s attempts to detect and prohibit Defendants’ fake reviews. Google faces irreparable harm from the ongoing impact of such fake reviews on Google’s credibility, goodwill, and user experience.

COUNT II: BREACH OF CONTRACT
(Against All Defendants)

61. Google realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

62. To the extent Defendants themselves posted fake content on Google, Defendants entered into binding and enforceable contracts with Google by expressly agreeing to Google's TOS, as set forth above.

1 **63.** Google has fully performed its obligations under these TOS.

2 **64.** Defendants breached their contractual obligations under the TOS in a number of
3 ways, including by posting on Google Maps deliberately fake content that was not based on real
4 experiences.

5 **65.** As set forth above, as a result of Defendants' breach of the TOS, Defendants have
6 caused Google to be damaged in an amount to be determined at trial, including by forcing Google
7 to incur expenses to investigate and remedy Defendants' breach and by undermining users'
8 confidence and trust in Google services including Google Maps and local listings on Google.

9 **COUNT III: INDUCEMENT OF CONTRACTUAL BREACH BY REVIEWERS**
10 *(Against all Defendants)*

11 **66.** Google realleges and incorporates by reference all preceding paragraphs as if fully
12 set forth herein.

13 **67.** To the extent Defendants, including without limitation some or all of the Doe
14 Defendants, induce others to post fake content on Google, Defendants induced such individuals to
15 breach a valid contract with Google.

16 **68.** Individuals who posted content on Google on the instruction of Defendants entered
17 into binding and enforceable contracts with Google by expressly agreeing to Google's TOS, as set
18 forth above.

19 **69.** Google is informed and believes, and on that basis alleges, that at all relevant times,
20 Defendants knew that only users who had agreed to the TOS and signed into their Google accounts
21 could post reviews on Google, and thus that binding and enforceable contracts existed between
22 Google and the individuals they enlisted to post fake reviews on Google.

23 **70.** Google is informed and believes, and on that basis alleges, that Defendants
24 intentionally induced and enabled these third parties to create fake reviews on Google Maps, as set
25 forth above, for Defendants' own monetary gain.

26 **71.** Google is informed and believes, and on that basis alleges, that these individuals
27 breached their contractual obligations under the TOS in a number of ways, including by posting on
28 Google Maps deliberately fake content that was not based on real experiences as a result of

Defendants' inducement.

72. Google is informed and believes, and on that basis alleges, that at all relevant times, Defendants knew that the TOS prohibited posting fake content on Google, and thus that violation of the TOS was a necessary consequence of their inducing these individuals to create fake reviews on Google Maps, as set forth above.

73. As set forth above, as a result of these individuals' breaches of the TOS, Defendants have caused Google to be damaged in an amount to be determined at trial, including by forcing Google to incur expenses to investigate those breaches and by undermining users' confidence and trust in Google services including Google Maps, Google Business Profiles, and local listings.

**COUNT IV: INDUCEMENT OF CONTRACTUAL BREACH BY BUSINESSES
(*Against all Defendants*)**

74. Google realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

75. To the extent Defendants, including without limitation some or all of the Doe Defendants, induced business owners that use Google Business Profiles to purchase fake reviews for their businesses, Defendants induced such businesses to breach a valid contract with Google.

76. Businesses with active Google Business Profiles entered into binding and enforceable contracts with Google by expressly agreeing to Google's TOS and Google Business Profile TOS, as set forth above.

77. To the extent those businesses with active Google Business Profiles purchased fake reviews from Defendants, those Defendants violated Google's TOS and Google Business Profile TOS.

78. Google is informed and believes, and on that basis alleges, that at all relevant times, Defendants knew that businesses that had claimed their Business Profile had agreed to Google's TOS and Google Business Profile TOS, and thus that binding and enforceable contracts existed between Google and the business.

79. Google is informed and believes, and on that basis alleges, that Defendants intentionally induced and enabled these businesses to violate the TOS and Google Business Profile

TOS for Defendants' own monetary gain.

80. Google is informed and believes, and on that basis alleges, that at all relevant times, Defendants knew that the TOS and Google Business Profile TOS prohibited posting fake content on Google, and thus that violation of the TOS was a necessary consequence of their actions.

81. As set forth above, as a result of these individuals' breaches of the TOS and Google Business Profile TOS, Defendants have caused Google to be damaged in an amount to be determined at trial, including by forcing Google to incur expenses to investigate those breaches and by undermining users' confidence and trust in Google services including Google Maps and Google Business Profiles.

PRAYER FOR RELIEF

WHEREFORE, Google respectfully requests the following relief:

1. That Defendants are adjudged to have engaged in unlawful business acts or practices in violation of California's Unfair Competition Law;

2. That Defendants are adjudged to have breached Google's TOS;

3. That Defendants are adjudged to have induced various other individual Google users to breach Google's TOS and Google Business Profile TOS;

4. That Defendants be permanently enjoined from advertising or posting fake Google reviews not based on a user's actual experience of the associated business's goods or services;

5. That Google be awarded damages in an amount sufficient to compensate it for damages caused by Defendants' acts;

6. That Google be granted such further relief as the Court may deem just and equitable;
and

7. That Google be granted a jury trial on all claims where such a right is afforded.

1 Dated: October 28, 2024

2 COOLEY LLP
3 WHITTY SOMVICHIAN
4 REECE TREVOR
5 CRISTINA FERRUOLO

6 By: /s/ Whitty Somvichian
7 Whitty Somvichian

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GOOGLE LLC